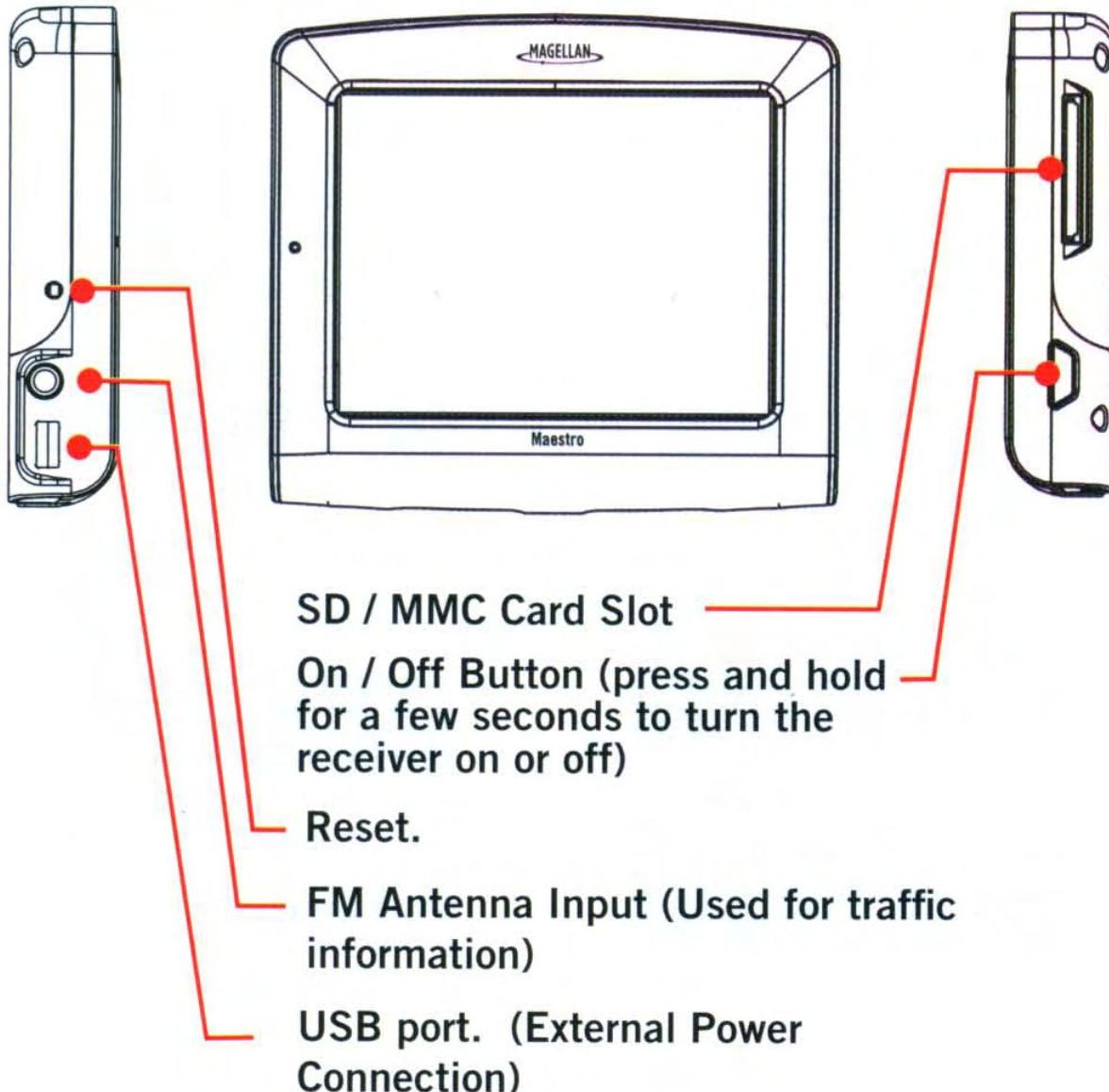


Magellan® Maestro™ 3250

Reference Card

Keep this Reference Card handy in your glove box for quick reference to the basic operation of the Magellan Maestro.



Main Menu



View Map Screen



Create a route to an address



Create a route to a point of interest



Route to home address



Create a route with multiple destinations



Search for POIs on approaching off-ramps



Select user options

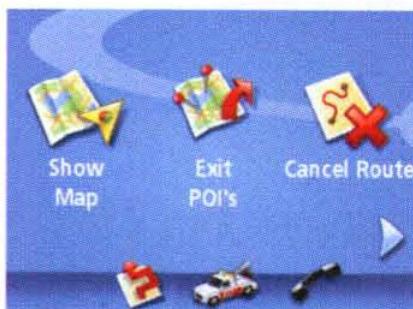


Access BlueTooth functions



Accesses AAA Roadside Assistance Screen

Main Menu (while routing)



Return to Map Screen



Search for POIs on approaching off-ramps



Cancel existing route



Detour on existing route



Access BlueTooth functions



Accesses AAA Roadside Assistance Screen

Map Screen Details



- A** Current street name.
- B** Direction of travel. Tap to display Locate screen.
- C** Zoom out.
- D** Turn instructions for next maneuver. Tap to display maneuver list. (Available only when routing.)
- E** Current time. While routing, displays distance to next maneuver and if tapped, repeats last maneuver.
- F** Access Main Menu.
- G** Present speed. While routing, displays distance of route, time remaining on the route or estimated time of arrival.
- H** Street name for next maneuver. (Available only when routing.)
- I** Volume control.
- J** Zoom in.
- K** Satellite Status. Tap to display additional satellite information.

Reading the information bar



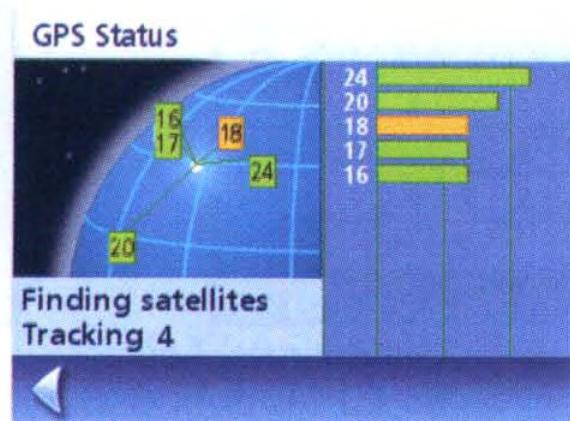
Left turn in 1.1 miles on N. Ela Rd. Will arrive at final destination in 4.1 miles.

Satellite Signals



4 bars green: Strong signal.
Blank: No satellite signals.
Unable to compute position.

Tap on the satellite status icon to get a visual representation of the satellites and signal strength.



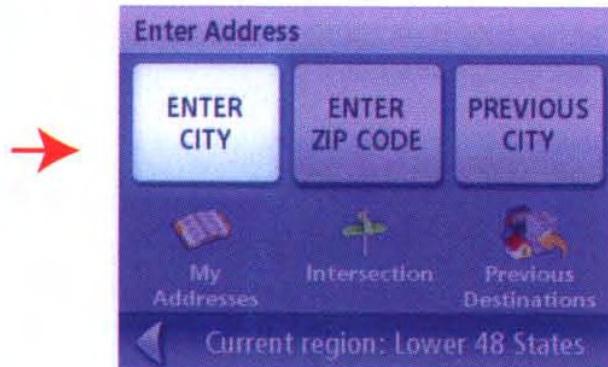
For detailed GPS information, access the MFG GPS Status screen.
Main Menu > User Options > GPS Options > GPS Status.

Tips on improving satellite signal strength

- Leave the garage or parking structure so the GPS receiver has a clear view of the sky.
- Move away from large structures or overhanging trees that may interfere with satellite reception.
- You may need to relocate the Magellan Maestro in your vehicle to have a better view of the sky.

This receiver may not be able to get satellite signals while indoors. If you are not getting strong satellite signals, go outside and follow the tips provided above.

Routing to an Address by City



Spell City Name
A B C D E F G H
I J K L M N O P
Q R S T U V W X
More Space 123 Y Z
OK

Select City Name
San Diego, CA
San Diego, TX
San Dimas, CA
Matches 3

A red arrow points from the keypad to the city selection list.

Keypad: Type in the first few characters of the city.

Street Selection
A B C D E F G H
I J K L M N O P
Q R S T U V W X
More Space 123 Y Z
OK

Keypad: Enter the street name. You do not need to add direction prefixes (N, E, W, S, etc.) but you can if desired to limit the number of streets displayed.

Select Street Name
N. Lone Hill Ave
San Dimas

A red arrow points from the street selection list to the keypad.

100 - 699
500
1 2 3
4 5 6
7 8 9
0 - / ABC
Done

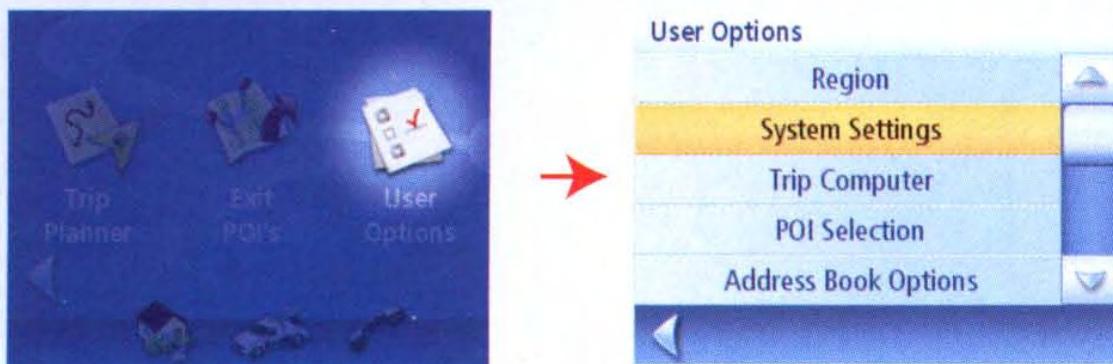
A red arrow points from the keypad to the route method screen.

Route Method
Fastest Time
Shortest Distance
Least Use of Freeways
Most Use of Freeways
500, N. Lone Hill Ave
San Dimas, CA
Avoid Toll Roads

The Map screen will be displayed and you will be provided routing instructions.

Please refer to the User Manual on the CD-ROM for more information on using the keypad feature of the Magellan Maestro.

User Options - System Settings



Volume: Tap 'Mute' to turn the speaker on or off. Tap on the slider bar to change the speaker volume.

Brightness: Tap on the slider bar to change the display brightness. Select 'On-battery dimming (75%)' to conserve battery life while not connected to external power.

Power: Select the duration that the receiver will turn off if not moving or the touchscreen is not touched.

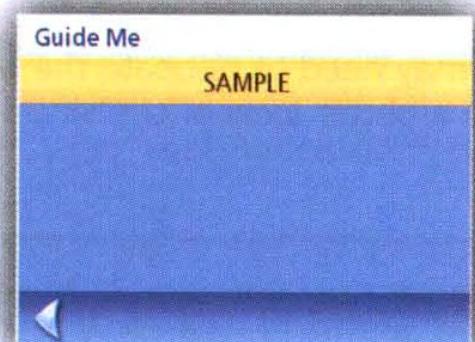
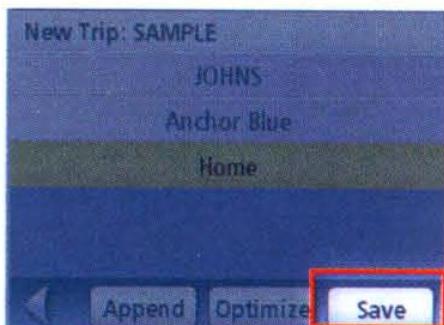
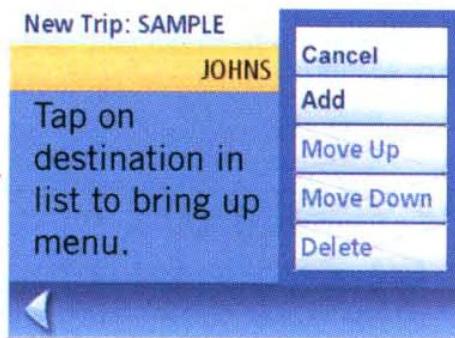
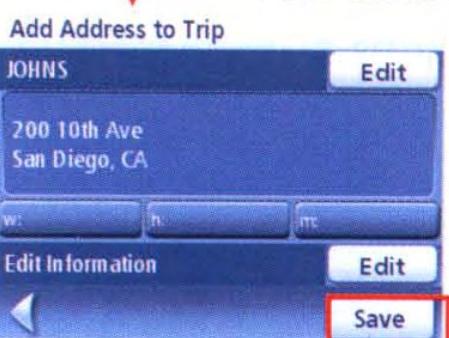
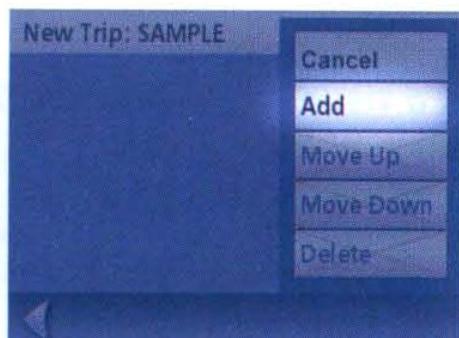
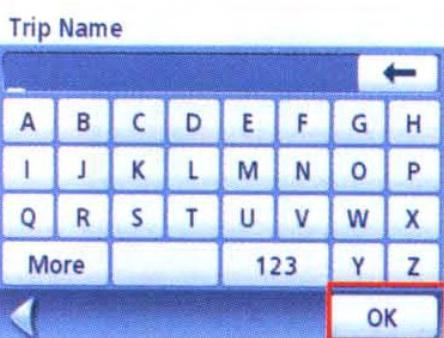
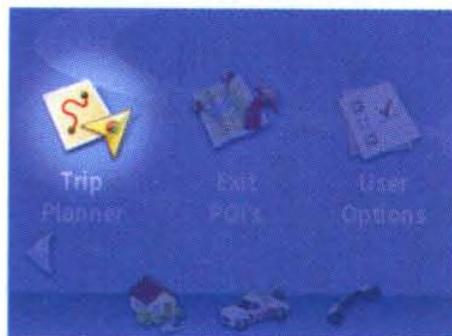
Language: Choose the language that will be used to display information and voice prompts.

Time Zone: Choose your local time zone. Select 'Daylight Savings' when applicable to your area. (Note: the Magellan Maestro does not automatically change the daylight savings setting.)

Units of Measure: Select either 'Miles/Feet' or 'Kilometers/Meters' to assign the units of measure.

System Status: Tap the 'Next' button to access the System Status where you can view product information or run diagnostics.

Trip Planner



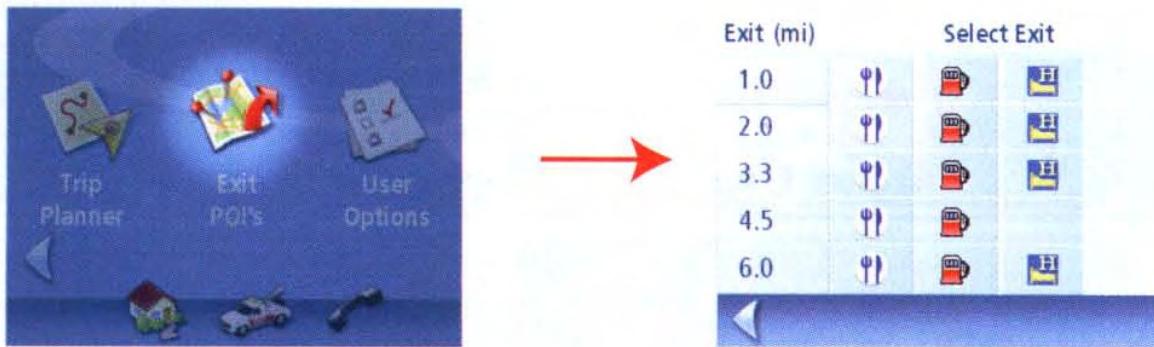
Use the 'Guide Me' button to access this trip.

Use Address, Address Book, POIs or Intersection to select destination.

Repeat

Exit POIs

Exit POIs can be accessed ONLY while travelling on a freeway. If you try to use Exit POIs while not on a freeway, a warning will be displayed indicating that it is not available.



The Magellan Maestro takes the upcoming exits and computes which restaurants, gas stations, and hotels are near the exit. If there are no POIs for a category near the exit, the icon for that category will not be shown.

Tap on the icon for the category and the exit you want to use:

POI Selection

| | | |
|---------|--------------------------------------|--------------|
| 1.0 mi | 1110 W Gladstone St San Dimas, CA | 909-592-5377 |
| Chevron | | |
| Mobil | | |
| Arco | | |

Prev Next

Gas stations at 1.0 mi exit

POI Selection

| | | |
|--------------------------|---------------------------------|--------------|
| 0.5 mi | 204 Village Ct San Dimas, CA | 909-599-2362 |
| Red Roof Inn-San Dimas | | |
| Extended Stayamerica | | |
| Comfort Suites-San Dimas | | |

Prev Next

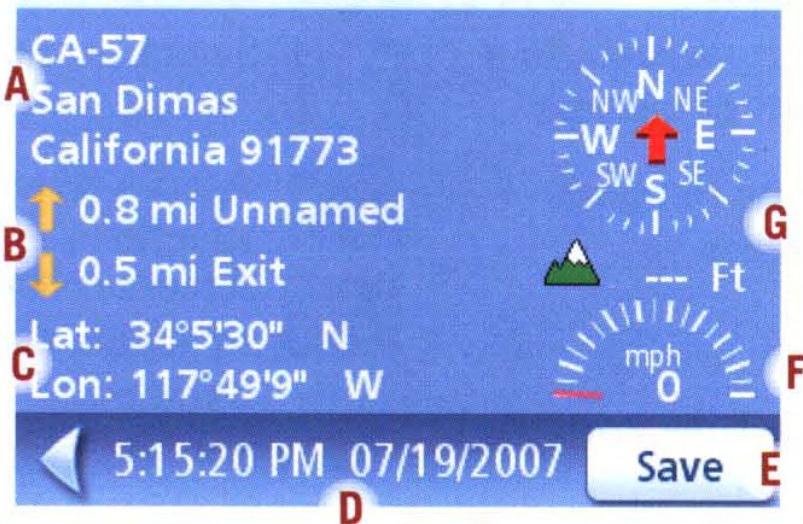
Hotels at 1.0 mi exit

Tapping on a POI in the list brings up the Route Method screen. To create a route to the POI chosen, tap on the orange “Calculate Route” icon.

AAA Roadside Assistance

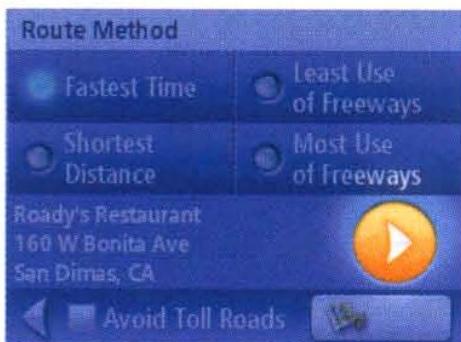
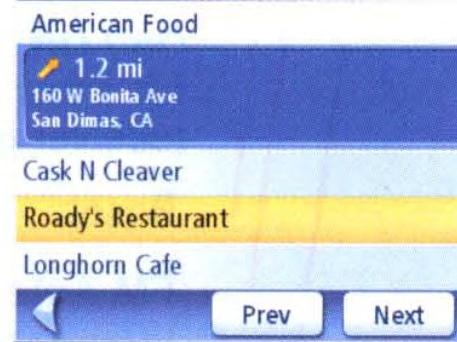
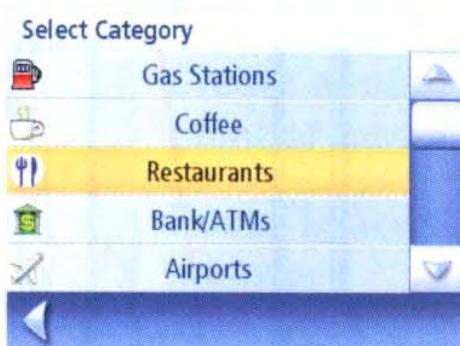
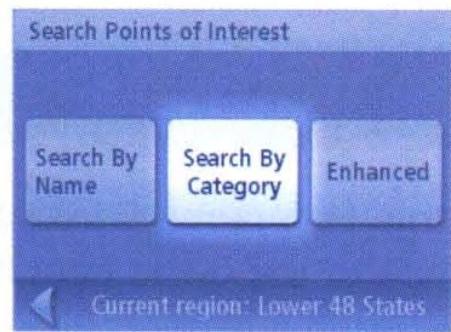
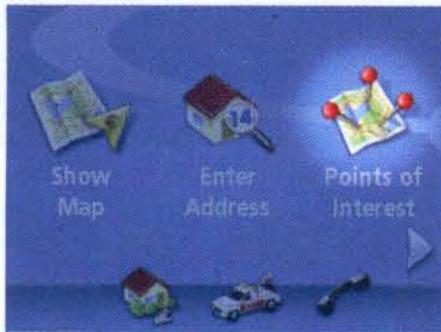


Current Location



- A** Current street or highway and current city.
- B** Next and previous exit or intersection from your current location.
- C** Latitude and Longitude for your current position.
- D** Time and Date.
- E** Save button to quickly store your location into your address book
- F** Speedometer.
- G** Compass and elevation.

Routing to a POI



Please refer to the User Manual
on the CD-ROM for more
information on routing to POIs.

1 Check the Contents...

- Magellan® Maestro™ 3250
- Adjustable Mount
- Basic Cradle
- Adhesive Mounting Disk
- Cigarette Lighter Cable w/FM Antenna
- USB Cable
- User Manual CD-ROM

The Magellan Maestro has an internal battery but may need to be charged before it can be used while not connected to external power.

The battery will begin charging as soon as power is supplied to the Magellan Maestro through the cigarette lighter adapter. (When the light on the cigarette lighter adapter illuminates, it is properly connected to 12 VDC. Note some vehicles require that the ignition be on before power is delivered to the cigarette lighter receptacle.)

Register your Magellan Maestro 3250 at www.magellanGPS.com to keep updated on the latest offers.

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Install...

Clean the area where the adjustable mount will be installed with an alcohol pad. If you are using the adhesive disc apply it firmly to a flat, smooth area or the dash. (Allow to cure for 24 hours.) See the User Manual on the CD-ROM for additional information on installation.

Some areas have laws restricting the mounting of any device on the windshield. Be sure to check your local laws.

Please note: accessories shown here may not be the same as what is in the box.

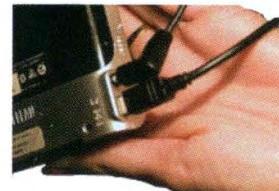
Attach the cradle to the Magellan Maestro.



Snap the adjustable mount into the cradle. Attach the mount to the windshield or the adhesive disc.



Plug one end of the cigarette lighter adapter to USB connector on the Magellan Maestro and the other in a cigarette lighter receptacle.



Connect the FM antenna connector on the cigarette lighter adapter to the side of the Maestro 3250 to receive traffic information.



Turn it on and go...



Signal Reception

For best signal reception, leave the garage or parking structure to get a clear view of the sky.



Check the satellite status indicator in the upper right corner of the Map screen for signal strength. When the icon bars are green, the Magellan Maestro is computing position information.

Residents of Hawaii, Alaska, Canada & Puerto Rico:

To use the Magellan Maestro in your area you will need to select the proper region map. Region selection can be found by accessing the Main Menu and tapping **User Options** and then **Region**. See the User Manual for more details.

Thank you for purchasing the Magellan Maestro 3250.

Please do not return this product to the place of purchase without first contacting Magellan Technical Support at www.magellanGPS.com/support/.

For questions on using the Magellan Maestro 3250, please refer to the reference card or the CD-ROM supplied with this product. If you are still unable to answer your question, check our technical support web page at:

<http://www.magellanGPS.com/support/>

Magellan® TrafficKit™
Service Activation
3 Months



Please follow the instructions below to activate your traffic subscription.

**YOU NEED AN INTERNET CONNECTION AND YOUR MAGELLAN
NAVIGATION SYSTEM TO PROCEED.**

1. Locate the serial number on the back of your Magellan Navigation System. Write this number on a piece of paper.
2. Redeem the Coupon code:
 - a. Enter the following address in the web browser
<http://www.magellanGPS.com/Traffic-Coupon>
 - b. Follow the instructions on your PC.
 - c. When asked to enter the coupon code, enter the code in the box at the bottom of this sheet of paper.
 - d. Write down the special code you will need to activate your traffic subscription.
3. Activate your Traffic subscription:
 - a. Power up the Magellan Navigation System.
 - b. Access the Traffic Options function. This can be found on the User Options.
 - c. Press Subscription and the Subscribe.
 - d. Using the keypad, enter the subscription activation code and press OK.
4. Your subscription is active and your Magellan Navigation System is *Traffic-Ready*.

Activation du Service Magellan® TrafficKit™

3 mois

Veuillez suivre ces instructions pour activer votre abonnement Trafic.

VOUS DEVEZ ÊTRE CONNECTÉ À INTERNET ET AVOIR VOTRE SYSTÈME DE NAVIGATION MAGELLAN AVEC VOUS POUR CONTINUER.

1. Recherchez le numéro de série au dos de votre système de navigation Magellan. Notez ce numéro sur une feuille de papier.
2. Obtenir le code d'abonnement:
 - a. Saisissez l'adresse suivante dans la fenêtre de votre navigateur - <http://www.magellangps.com/Traffic-Coupon>
 - b. Suivez les instructions qui s'affichent à l'écran de votre ordinateur.
 - c. Lorsque vous y êtes invité, saisissez le code situé dans la case au bas de cette page.
 - d. Notez le code spécial d'abonnement qui vous permettra d'activer votre abonnement Trafic.
3. Activer votre abonnement Trafic:
 - a. Allumez le système de navigation Magellan.
 - b. Allez à la fonction Options infos trafic dans le menu Options utilisateur.
 - c. Appuyez sur Abonnements puis sur S'abonner.
 - d. À l'aide du clavier, saisissez le code d'activation de l'abonnement, puis appuyez sur OK.
4. Votre abonnement est à présent activé et votre système de navigation Magellan est prêt à fonctionner en mode Trafic.

Activación del servicio Magellan® TrafficKit™

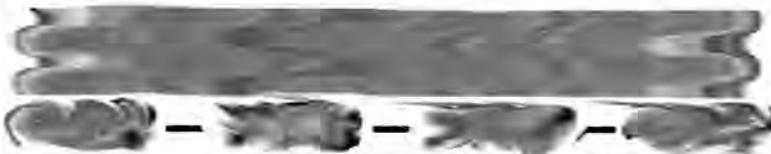
3 meses

Siga estas instrucciones para activar la suscripción a Traffic.

NECESITA UNA CONEXIÓN A INTERNET Y SU SISTEMA DE NAVEGACIÓN MAGELLAN PARA PROCEDER.

1. Busque el número de serie de su sistema de navegación Magellan en la parte posterior del mismo. Anote este número en una hoja de papel.
2. Canjee el cupón:
 - a. Introduzca la siguiente dirección en su navegador de Internet - <http://www.magellangps.com/Traffic-Coupon>
 - b. Siga las instrucciones que aparecen en su PC.
 - c. Cuando se le pida que introduzca el código del cupón, introduzca el código que aparece en el recuadro de la parte inferior de esta hoja de papel.
 - d. Anote el código especial que necesitará para activar su suscripción a Traffic.
3. Para activar su suscripción a Traffic:
 - a. Encienda el sistema de navegación Magellan.
 - b. Acceda a la función Opciones del servicio de tráfico. Puede encontrarla en el menú Opciones usuario.
 - c. Pulse Suscripción.
 - d. Utilizando el teclado, introduzca el código de suscripción y pulse OK.
4. Su suscripción se activará y su sistema de navegación Magellan estará listo para recibir alertas de tráfico.

SUBSCRIPTION ACTIVATION CODE
CODE D'ACTIVATION DE L'ABONNEMENT
CÓDIGO DE ACTIVACIÓN DE LA SUSCRIPCIÓN



This coupon is only valid for a single end-user purchaser and is not transferable. This coupon is not valid for any other product made by Magellan or otherwise. Fraudulent submissions of multiple requests could result in federal prosecution under the U.S. Mail Fraud Statutes (18 USC, section 1341 and 1342). Rebate offer valid in the United States and Canada. Void where prohibited by law. All rights reserved.

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Magellan Warranty

All Magellan global positioning system (GPS) receivers are navigation aids, and are not intended to replace other methods of navigation. Purchaser is advised to perform careful position charting and use good judgment. **READ THE USER GUIDE CAREFULLY BEFORE USING THE PRODUCT.**

1. MAGELLAN WARRANTY

Magellan warrants its GPS receivers and hardware accessories to be free from defects in material and workmanship and will conform to its published specifications for the product for a period of one year from the date of original purchase. **THIS WARRANTY APPLIES ONLY TO THE ORIGINAL CONSUMER PURCHASER OF THIS PRODUCT.**

In the event of a defect, Magellan will, at its option, repair or replace the hardware product with a product of like kind or quality, which may be new or reconditioned, with no charge to the purchaser for parts or labor. Magellan's limit of liability under the limited warranty shall be the actual cash value of the product at the time the purchaser returns the product to Magellan for repair less a reasonable amount for usage, as determined by Magellan in its sole discretion. The repaired or replaced product will be warranted for 90 days from the date of return shipment, or for the balance of the original warranty, whichever is longer. Magellan warrants that software products or software included in hardware products will be free from defects in the media for a period of 30 days from the date of shipment and will substantially conform to the then current user documentation provided with the software (including updates thereto). Magellan's sole obligation shall be the correction or replacement of the media or the software so that it will substantially conform to the then-current user documentation. Magellan does not warrant the software will meet purchaser's requirements or that its operation will be uninterrupted, error-free or virus-free. Purchaser assumes the entire risk of using the software.

2. PURCHASER'S REMEDY

PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT, AT MAGELLAN'S OPTION, OF

ANY DEFECTIVE PART OF THE RECEIVER OR ACCESSORIES WHICH ARE COVERED BY THIS WARRANTY. REPAIRS UNDER THIS WARRANTY SHALL ONLY BE MADE AT AN AUTHORIZED MAGELLAN SERVICE CENTER. ANY REPAIRS BY A SERVICE CENTER NOT AUTHORIZED BY MAGELLAN WILL VOID THIS WARRANTY.

3. PURCHASER'S DUTIES

To obtain service on a Magellan product the purchaser must obtain a Return Materials Authorization (RMA) number from Magellan Technical Support or by submitting a repair request through our website at www.magellanGPS.com, prior to shipping. The purchaser must return the product postpaid with a copy of the original sales receipt, purchaser's return address and the RMA number clearly printed on the outside of the package to the Authorized Magellan Service Center address provided by Magellan with the RMA number. Magellan reserves the right to refuse to provide service free-of-charge if the sales receipt is not provided or if the information contained in it is incomplete or illegible or if the serial number is altered or removed. Magellan will not be responsible for any losses or damage to the product incurred while the product is in transit or is being shipped for repair. Insurance is recommended. Magellan suggests using a trackable

shipping method such as UPS or FedEx when returning a product for service.

4. LIMITATION OF IMPLIED WARRANTIES

Except as set forth in item 1 above, all other expressed or implied warranties, including those of fitness for any particular purpose or merchantability, are hereby disclaimed AND IF APPLICABLE, IMPLIED WARRANTIES UNDER ARTICLE 35 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Some national, state, or local laws do not allow limitations on implied warranty on how long an implied warranty lasts, so the above limitation may not apply to you.

5. EXCLUSIONS

The following are excluded from the warranty coverage:

- (1) periodic maintenance and repair or replacement of parts due to normal wear and tear;
- (2) batteries;
- (3) finishes;
- (4) installations or defects resulting from installation;
- (5) any damage caused by (i) shipping, misuse, abuse, negligence, tampering, moisture, liquids, proximity or exposure to heat, or improper use; (ii) disasters such as fire, flood, wind, and lightning; (iii) unauthorized attachments or modification;
- (6) service performed or attempted by anyone other than an authorized Magellan Service Center;
- (7) any product, components or parts not manufactured by Magellan,
- (8) that the receiver will be free from any claim for infringement of any patent, trademark, copyright or other proprietary right, including trade secrets
- (9) any damage due to accident, resulting from inaccurate satellite transmissions. Inaccurate transmissions can occur due to changes in the position, health or geometry of a satellite or modifications to the receiver that may be required due to any change in the GPS.
(Note: Magellan GPS receivers use GPS or GPS+GLONASS to obtain position, velocity and time information. GPS is operated by the U.S. Government and GLONASS is the Global Navigation Satellite System of the Russian Federation, which are solely responsible for the accuracy and maintenance of their systems. Certain conditions can cause inaccuracies which could require modifications to the receiver. Examples of such conditions include but are not limited to changes in the GPS or GLONASS transmission.).

Opening, dismantling or repairing of this product by anyone other than an authorized Magellan Service Center will void this warranty.

6. EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES

MAGELLAN SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIM-

ITED TO LOST PROFITS, DAMAGES RESULTING FROM DELAY OR LOSS OF USE, LOSS OF OR DAMAGES ARISING OUT OF BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY EVEN THOUGH CAUSED BY NEGLIGENCE OR OTHER FAULT OF MAGELLAN OR NEGLIGENT USAGE OF THE PRODUCT. IN NO EVENT WILL MAGELLAN BE RESPONSIBLE FOR SUCH DAMAGES, EVEN IF MAGELLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some national, state, or local laws do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

7. COMPLETE AGREEMENT

This written warranty is the complete, final and exclusive agreement between Magellan and the purchaser with respect to the quality of performance of the goods and any and all warranties and representations. THIS WARRANTY SETS FORTH ALL OF MAGELLAN'S RESPONSIBILITIES REGARDING THIS PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM LOCALITY TO LOCALITY AND CERTAIN LIMITATIONS CONTAINED IN THIS WARRANTY MAY NOT APPLY TO YOU.

If any part of this limited warranty is held to be invalid or unenforceable, the remainder of the limited warranty shall nonetheless remain in full force and effect.

8. CHOICE OF LAW.

This limited warranty is governed by the laws of the State of California, without reference to its conflict of law provisions or the U.N. Convention on Contracts for the International Sale of Goods, and shall benefit Magellan, its successors and assigns. This warranty does not affect the consumer's statutory rights under applicable laws in force in their locality, nor the customer's rights against the dealer arising from their sales/purchase contract.

For further information concerning this limited warranty, please call or write: Magellan Navigation, Inc. - 960 Overland Court - San Dimas, California, U.S.A. 91773

**READ CAREFULLY BEFORE OPENING THE SEALED DISK PACKAGE,
INSTALLING THIS PROGRAM OR USING THE DEVICE.**

Magellan Navigation, Inc., End-User License Agreement

This End-User License Agreement (this "Agreement") is made by and between Magellan Navigation, Inc. and its affiliates ("Magellan") and end-user of the Software ("Customer"). By clicking the acceptance button or installing the Software, Customer agrees to be bound by all of the terms and conditions of this Agreement provided with the Software, including the use restrictions, warranty disclaimer and limitation of liability set forth therein. If Customer does not agree to be bound by all of the terms and conditions of this Agreement, Customer must immediately stop installation and/or use of the Software, where applicable, and return the Software to Magellan at:

(for Americas, Asia & Pacific)

Magellan Customer Support, 960 Overland Court, San Dimas, CA 91773, USA

(for Europe, Middle East & Africa)

Magellan Customer Support, Z.A.C. de la Fleuriaye, B.P. 6043344474 Carquefou Cedex, France

1. Grant of License to Software. Magellan hereby grants to Customer a non-exclusive, personal and non-assignable license to install, operate and use the Magellan software product covered by this Agreement ("Software") and use the documentation provided with the same ("Documentation"), subject to the following restrictions:

- (i) Customer shall use the Software for non-commercial purposes only and on a single computer owned or leased by Customer, provided that Customer may transfer the Software from one computer to another so long as the Software is operated only on one (1) computer at any time;
- (ii) Customer shall use the Software solely to download data from that computer for use solely with a single Magellan family handheld GPS receiver, and shall not sell, trade, lease, rent or hire out the Software to any third party or otherwise act as a service bureau

(which restriction, for the avoidance of doubt, shall extend to any situation in which Customer becomes subject to any bankruptcy or insolvency laws or otherwise makes any assignment for the benefit of its creditors);

(iii) Customer shall not modify, reverse engineer, decompile or disassemble or create derivative works of the Software;

(iv) Customer shall not copy the Documentation; and

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7.Limitation of Liability. IN NO EVENT SHALL MAGELLAN OR ITS THIRD PARTY SUPPLIERS BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR SAVINGS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, OR RECOVERY OR REPLACEMENT OF PROGRAMS OR DATA ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EVEN IF MAGELLAN OR ITS THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES. The total liability of Magellan under this Agreement, whether arising from negligence or willful misconduct of Magellan, its employees, officers or other agents, and under contract, tort or any other theory of liability, for any reasons, including with respect to (i) death or injury to persons, or (ii) physical loss or damage to property, shall be limited to the amount of damages foreseeable at the time of entering into this Agreement, which in no event shall exceed one hundred dollars (\$100).

8.Term and Termination

8.1Term. This Agreement shall remain in full force and effect in perpetuity, except that this Agreement shall immediately and automatically terminate in the event that (i) Customer materially breaches this Agreement or (ii) Customer becomes bankrupt or insolvent under the bankruptcy laws of the United States or other governmental authority.

8.2Effect of Termination. Upon any termination of this Agreement by Magellan, all rights granted to Customer hereunder shall immediately terminate, and Customer shall delete and/or destroy all Software, Third Party Software and Documentation and any copies thereof.

8.3Remedies not Limited. The exercise of any termination right under this Article 8 by Magellan shall not limit or prejudice any

right of Magellan to recover damages or other rights or remedies, or give rise to any right or recovery by Customer.

9.Indemnification. Customer shall indemnify Magellan and its third party suppliers against any claims related to Customer's use of the Software, Third Party Software and Documentation, including claims for loss of data and business interruption.

10.General Provisions

10.1Force Majeure. Neither Customer nor Magellan shall be liable in any circumstances for failure to perform under this Agreement where such failure is due to a cause beyond such party's reasonable control.

10.2Notices. Any notices required or permitted to be given hereunder to Magellan, or any other communications related hereto, shall be sent to the appropriate Magellan address set forth on the first page of this Agreement by internationally-recognized overnight courier and shall be deemed received seventy-two (72) hours following the posting of the same.

10.3Confidentiality. Any information disclosed by Magellan to Customer shall be held by Customer in confidence and not disclosed, and Customer shall treat such information with the same care with which it treats its own confidential information, and shall use commercially reasonable efforts to ensure that such information is not disclosed to a third party in any manner except with the prior written consent of Magellan, except where such information is required to be disclosed by court order or applicable law or becomes publicly known through no fault of Customer.

10.4Entire Agreement; No Waiver. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and supersedes any other prior understanding of the parties, whether written or oral. No amendment, alteration or waiver of this Agreement shall be effective unless made in writing and signed by both parties.

10.5Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, United States, without regard to its conflicts of law principles and without regard to the United Nations Convention on Contracts for

the International Sale of Goods. The parties shall attempt to resolve any disputes arising under this Agreement in good faith.

10.6 Construction and Severability. In the event any portion of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect and such provision shall be replaced with a valid and enforceable provision with an effect as close as possible to the invalid or unenforceable provision. As used in this Agreement, the terms "include" and its correlative terms shall be deemed to be terms of example and not limitation.

10.7 Injunctive Relief. Magellan shall have the right to enforce the terms and conditions of this Agreement by equitable relief where applicable, including injunctive relief and specific performance, without the necessity of posting a bond.

10.8 Assignment. Customer shall have no right to assign or transfer all or any portion of this Agreement by operation of law or otherwise (including by merger, acquisition, consolidation or sale of all or substantially all assets of Customer).

10.9 Export Control. Customer agrees not to export from anywhere any part of the Software, including Third Party Software, provided to Customer or any direct product thereof, except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

10.10 Government End Users. If the Software is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, Customer shall contact Magellan at the appropriate Magellan address set forth on the first page of this Agreement for a copy of the additional terms and conditions governing such Customer's use.

cías. Las partes intentarán resolver cualquier disputa derivada del presente Contrato de buena fe.

10.6 Interpretación y divisibilidad. En caso de que se determine que alguna parte del presente Contrato no es válida o no puede ser aplicada por un tribunal de jurisdicción competente, el resto del Contrato seguirá estando en vigor, y dicha disposición será reemplazada por una disposición válida y aplicable con un efecto lo más cercano posible a la disposición carente de validez o aplicabilidad. Según se utiliza en el presente Contrato, los términos "incluir" y similares se considerarán términos de exemplificación, a modo únicamente ilustrativo.

10.7 Desagravio por mandato judicial. Magellan podrá aplicar las condiciones del presente Contrato mediante desagravio de equidad, cuando proceda, incluido el desagravio por mandato judicial y las acciones específicas, sin necesidad de depositar una fianza.

10.8 Cesión. El Cliente no podrá ceder ni transferir ninguna parte de este Contrato de forma tácita ni de ningún otro modo (incluido mediante la fusión, adquisición, consolidación o venta de todos los activos del Cliente o una mayoría sustancial de los mismos).

10.9 Control de exportación. El Cliente conviene en no exportar desde ningún sitio ninguna parte del Programa, incluidos los Programas de terceros, que se le han proporcionado, ni ningún producto directo de los mismos, excepto para el cumplimiento de las leyes, reglas y regulaciones de exportación aplicables, y con todas las licencias y autorizaciones requeridas por las mismas.

10.10 Usuarios finales gubernamentales. Si el Programa es adquirido por el gobierno de Estados Unidos o en nombre del mismo, o por cualquier otra entidad que busque o aplique derechos similares a los reclamados habitualmente por el gobierno de Estados Unidos, el Cliente deberá ponerse en contacto con Magellan en la dirección oportuna de Magellan indicada en la primera página de este Contrato para pedirle una copia de las condiciones adicionales que rigen el uso por parte de dicho Cliente.



90.15E28.005

Date Code: 740

my Magellan® Maestro™ 3250



P/N 703-0005-001 A
Adobe Acrobat Reader
required to view
documentation.

Internet connection
required for registration and support.



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